

New Mexico

RTT-ELC

Phase 2

Appendix 1



**STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into by and between the State of **New Mexico Public Education Department**, ("Lead Agency" or "NMPED"), the State of New Mexico **Children, Youth and Families Department** ("Participating State Agency" or "CYFD") and the State of New Mexico **Department of Health** ("Participating State Agency" or "DOH"). The purpose of this agreement is to establish a framework of collaboration, and to articulate the specific roles and responsibilities in support of the State in its implementation of the Race to the Top-Early Learning Challenge ("RTT-ELC") grant project.

I. ASSURANCES

The Participating State Agency hereby certifies and represents that it:

- 1) Agrees to be a Participating State Agency and will implement those portions of the State Plan indicated in Exhibit I; ;
- 2) Agrees to use, to the extent applicable and consistent with the State Plan and Exhibit I:
 - (a) A set of statewide Early Learning and Development Standards;
 - (b) A set of statewide Program Standards;
 - (c) A statewide Tiered Quality Rating and Improvement System; and
 - (d) A statewide Workforce Knowledge and Competency Framework and progression of credentials.
- 3) Confirms that it has the requisite power and authority to execute and fulfill the terms of this MOU;
- 4) Understands the terms, breadth and significance of the State's Race to the Top-Early Learning Challenge grant application and is supportive of and committed to working on all applicable portions of the State Plan;
- 5) Agrees to provide a Final Scope of Work and will do so in a timely fashion but no later than 90 days after the grant is awarded. Titled the "Participating State Agency Plan," the final scope of work must describe the Participating State Agency's specific goals, activities, timelines, budgets, and key personnel in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the Budget included in section VIII of the State Plan (including existing funds, if any, that the Participating State Agency is using for activities and services that help achieve the outcomes of the State Plan);
- 6) Agrees to comply with all of the terms of the Race to the Top-Early Learning Challenge Grant, this agreement, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Race to the Top-Early Learning Challenge program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99); and
- 7) Understands that the above provisions are contingent upon the approval of the State Plan.

II. PROJECT ADMINISTRATION

A. PARTICIPATING STATE AGENCY RESPONSIBILITIES

In assisting the Lead Agency in implementing the tasks and activities described in the State's Race to the Top-Early Learning Challenge grant application, the Participating State Agency will:

- 1) Implement the Participating State Agency Scope of Work as identified in the Exhibit I of this agreement;
- 2) Abide by the governance structure outlined in the State Plan;
- 3) Abide by the Participating State Agency's Budget included in section VIII of the State Plan (including the existing funds from Federal, State, private and local sources, if any, that the Participating State Agency is using to achieve the outcomes in the RTT-ELC State Plan);
- 4) Actively participate in all relevant meetings or other events that are organized or sponsored by the State, by the U.S. Department of Education ("ED"), or by the U.S. Department of Health and Human Services ("HHS");
- 5) Post to any website specified by the State, ED, or HHS, in a timely manner, all non-proprietary products and lessons learned developed using Federal funds awarded under the RTT-ELC grant;
- 6) Participate, as requested, in any evaluations of the RTT-ELC grant conducted by the State, ED, or HHS;
- 7) Be responsive to State, ED, or HHS requests for project information including requests for the status of the project, project implementation, outcomes, and any problems anticipated or encountered, consistent with applicable local, State and Federal privacy and confidentiality laws.

B. LEAD AGENCY RESPONSIBILITIES

In assisting the Participating State Agencies in implementing their tasks and activities described in the State's Race to the Top-Early Learning Challenge application, the Lead Agency will:

- 1) Implement the Lead Agency Scope of Work as identified in the Exhibit II of this agreement;
- 2) Work collaboratively with, and support the Participating State Agency in carrying out the Participating State Agency Scope of Work, as identified in Exhibit I of this agreement;
- 3) Transfer the portion of Race to the Top-Early Learning Challenge grant funds designated for the Participating State Agency in the State Plan by March 31, 2013 or within 30 days of receipt of funds from the Federal Government, whichever is sooner. The Lead Agency will transfer the funds in accordance with the Participating State Agency's Scope of Work, as identified in Exhibit I, and in accordance with the Participating State Agency's Budget, as identified in section VIII of the State's application;
- 4) Provide feedback on the Participating State Agency's status updates, any interim reports, and project plans and products;
- 5) Keep the Participating State Agency informed of the status of the State's Race to the Top-Early Learning Challenge grant project and seek input from the Participating State Agency, where applicable, through the governance structure outlined in the State Plan;
- 6) Facilitate coordination across Participating State Agencies necessary to implement the State Plan; and
- 7) Identify sources of technical assistance for this project.

C. JOINT RESPONSIBILITIES

- 1) The Lead Agency and the Participating State Agency will each appoint a key contact person for the Race to the Top-Early Learning Challenge grant.
- 2) These key contacts from the Lead Agency and the Participating State Agency will maintain frequent communication to facilitate cooperation under this MOU, consistent with the State Plan and governance structure.

- 3) Lead Agency and Participating State Agency personnel will work together to determine appropriate timelines for project updates and status reports throughout the grant period.
- 4) Lead Agency and Participating State Agency personnel will negotiate in good faith toward achieving the overall goals of the State's Race to the Top-Early Learning Challenge grant, including when the State Plan requires modifications that affect the Participating State Agency, or when the Participating State Agency's Scope of Work requires modifications.

D. STATE RECOURSE IN THE EVENT OF LEAD AGENCY OR PARTICIPATING STATE AGENCY'S FAILURE TO PERFORM

- 1) If the Lead Agency or a Participating State Agency determines that any of the parties subject to this agreement are not meeting its goals, timelines, budget, or annual targets, or is in some other way not fulfilling applicable requirements, the Lead Agency or a Participating State Agency will take appropriate enforcement action, which could include initiating a collaborative process that will attempt to resolve the disagreements between the Lead Agency and the Participating State Agency, or initiating such enforcement measures as are available to the Lead Agency, under applicable State or Federal law.
- 2) Disagreements among the parties over any aspect of this MOU should initially be addressed through informal discussions among the parties.
- 3) Any disputed issues remaining after reasonable, good-faith efforts at informal resolution shall be addressed through one or more of the following channels:

- a. An agency-designated representative may submit a written request for action or reconsideration to the responsible Division Director or Program Director, who have 30 days to issue a written determination. The decision of this individual may be further reviewed by written notice seeking such review to the Director. The disputed issue will then be decided jointly by the Secretaries of the agencies involved in the disputed matter who will issue a joint written determination within 60 days from the date of the notice for further review.
- b. The agencies engaged in the dispute may pursue mediation or dispute resolution with a neutral mediator selected jointly by the agencies involved, the costs if any to be shared equally by the agencies participating in the mediation or dispute resolution.

III. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, in consultation with ED.

IV. FUNDS ACCOUNTABILITY

The parties agree that each shall maintain separate, detailed fiscal records and reports, as required by applicable federal and state law and regulations related to audits, shall follow generally accepted accounting principles, and shall account to one another upon request for all receipts and expenditure of funds they receive pursuant to this MOU.

V. DATA COLLECTION

The parties to this MOU understand that they may be provided access to personally identifiable student information in their performance under this MOU. Should that occur, the parties agree that they will comply with all student confidentiality requirements of state or federal laws or rules including but not limited to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S. Code. § 1232g; 34 CFR Part 99).

VII. DURATION AND ENTIRE MEMORANDUM OF UNDERSTANDING

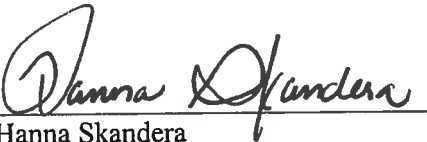
This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a Race to the Top- Early Learning Challenge grant is received by the State, ending upon the

expiration of the Race to the Top- Early Learning Challenge grant project period. This MOU incorporates all agreements, covenants and understanding between the parties hereto concerning the subject matter hereof. No prior agreements or understanding of the parties or their agents, verbal or otherwise, are valid or enforceable unless contained in this MOU.


VII. SIGNATURES

NM PUBLIC EDUCATION DEPARTMENT

Lead Agency
Authorized Representative

By: 
Hanna Skandera
Cabinet Secretary

Date: 10.17.12

By: 
Office of General Counsel, certifying
for legal sufficiency

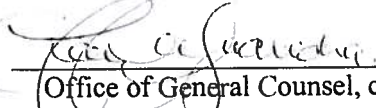
Date: 10/17/12

NM CHILDREN, YOUTH AND FAMILIES DEPARTMENT

Participating State Agency
Authorized Representative


By: 
Yolanda Berumen-Deines
Cabinet Secretary

Date: 10/22/12


By: 
Office of General Counsel, certifying
for legal sufficiency

Date: 10/19/12

NEW MEXICO DEPARTMENT OF HEALTH Participating State Agency Authorized Representative

By: 
Brad McGrath
Interim Cabinet Secretary

Date: 10/23/12

By: 
Office of General Counsel, certifying
for legal sufficiency

Date: 10/23/12

EXHIBIT I – PARTICIPATING STATE AGENCY SCOPE OF WORK

The Participating State Agency hereby agrees to participate in the State Plan, as described in the State's application, and more specifically commits to undertake the tasks and activities described in detail below.

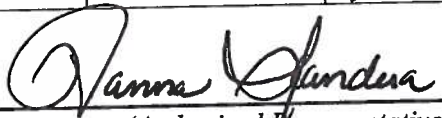
Selection Criterion	Participating Party	Type of Participation
(B)(1)	Children, Youth and Families Department	Responsible for developing and facilitating the adoption of a Tiered Quality Rating and Improvement System for use in New Mexico's Early Learning and Development Programs that accurately differentiates program quality levels and reflects high expectations aligned to nationally recognized standards
(B)(2)	Children, Youth and Families Department	Responsible for promoting participation by New Mexico's Early Learning and Development Programs in the Tiered Quality Rating and Improvement System in a manner that is feasible and sustainable
(B)(3)	Children, Youth and Families Department	Responsible for monitoring licensed Early Learning and Development Programs for participation and adherence to the Tiered Quality Rating and Improvement System
(B)(4)	Children, Youth and Families Department	Responsible for promoting and providing access to licensed high-quality Early Learning and Development programs for New Mexico Children with High Needs
(B)(4)	Department of Health	Responsible for promoting access to licensed high-quality Early Learning and Development programs for New Mexico Children with High Needs by providing state data that best identifies the most underserved areas
(B)(5)	Children, Youth and Families Department	Responsible for contracting with an outside entity to validate the effectiveness of the state's Tiered Quality Rating and Improvement System
(C)(1)	Children, Youth and Families Department	Responsible for ensuring that Early Learning and Development Programs are utilizing <i>New Mexico's Early Learning Guidelines: Birth through Kindergarten</i> in a culturally and linguistically appropriate manner to support children
(C)(2)	Children, Youth and Families Department	Responsible for implementing a High-Quality Plan to implement a Comprehensive Assessment System in Early Learning and Development Programs to support the improved school readiness of High Need Children
(D)(1)	Children, Youth and Families Department	Responsible for developing and implementing a Workforce Knowledge and Competency Framework and progression of credentials for use with the workforce in Early Learning and Development Programs
(D)(2)	Children, Youth and Families Department	Responsible for supporting Early Childhood Educators to improve their knowledge, skills and abilities by expanding access to effective Professional Development Activities that are aligned to the New Mexico's Workforce Knowledge and Competency Framework, implementing policies that promote improvement and career advancement and publically reporting the aggregate data on Early Childhood Educator development, advancement and retention
(E)(2)	Children, Youth and Families Department	Responsible for implementing a High-Quality Plan to coordinate an early learning data system that aligns to and is interoperable with the Statewide Longitudinal Data System and has all the Essential Data Elements, enables uniform data collection by Participating Programs, facilitates the exchange of data among Participating State Agencies, generates timely, relevant and accessible data for Early Learning and Development Programs and Early Childhood Educators and meets the Data System Oversight Requirements and complies with the requirements of Federal, State and local privacy and confidentiality laws
(E)(2)	Department of Health	Responsible for enhancing the statewide New Mexico Indicator-based Information System (NM-IBIS) infrastructure with interactive and easily

Selection Criterion	Participating Party	Type of Participation
		accessible data mapping and visualization tools to present comprehensive community assessment information to guide policy decisions, priorities and plans. Additionally, the current Family Infant Toddler (FIT) Program (Part C) data system will be adapted to incorporate the unique child ID and ensure that the systems aligns and is interoperable with the statewide early learning data system.

EXHIBIT II – LEAD STATE AGENCY SCOPE OF WORK


The Lead State Agency hereby agrees to participate in the State Plan, as described in the State's application, and more specifically commits to undertake the tasks and activities described in detail below.

Selection Criteria	Participating Party	Type of Participation
(C)(1)	Public Education Department	Responsible for completing alignment of the state's Early Learning Guidelines to the Common Core State Standards
(E)(1)	Public Education Department	Responsible for the validation of a Kindergarten Entry Assessment and the implementation of the assessment universally in all New Mexico kindergarten classrooms
(E)(2)	Public Education Department	Responsible for assigning a unique ID for children in Early Learning and Development Programs to facilitate longitudinal queries about Children with High Needs school readiness that the sustain effects of Early Learning and Development Programs and collaborating with the participating agencies to share data in a timely manner and support the development of an aligned data system with technical support as needed


 Signature (Authorized Representative of Lead Agency)
 Hanna Skandera
 Secretary of Education
 State of New Mexico Public Education Department

10.17.12

Date


 Signature (Authorized Representative of Participating State Agency)
 Yolanda Berumen-Deines
 Cabinet Secretary
 State of New Mexico Children, Youth and Families Department

10/22/12

Date





Signature (Authorized Representative of Participating State Agency)

Date

Brad McGrath

Interim Secretary of Health

State of New Mexico Department of Health

APPLICATION COVER SHEET (CFDA NO. 84.412A)

Legal Name of Applicant (Office of the Governor): Office of Governor Susana Martinez, State of New Mexico	Applicant's Mailing Address: 490 Old Santa Fe trail, Room 400 Santa Fe, NM 87501
Employer Identification Number: 85-60000565	Organizational DUNS: 8085616900000
Lead Agency: New Mexico Public Education Department Contact Name: Leighann Lenti	Lead Agency Contact Phone: 505-412-2285 Lead Agency Contact Email Address: Leighann.Lenti@state.nm.us

Required Applicant Signatures *(Must include signatures from an authorized representative of each Participating State Agency. Insert additional signature blocks as needed below. To simplify the process, signatories may sign on separate Application Assurance forms.):*

To the best of my knowledge and belief, all of the information and data in this application are true and correct.

I further certify that I have read the application, am fully committed to it, and will support its implementation:

Governor or Authorized Representative of the Governor (Printed Name):	Telephone:
Signature of Governor or Authorized Representative of the Governor:	Date:
Lead Agency Authorized Representative (Printed Name): <i>Hanna Skandera</i>	Agency Name: <i>PED</i>
Signature of Lead Agency Authorized Representative: <i>Hanna Skandera</i>	Date: <i>10.17.12</i>
Participating State Agency Authorized Representative (Printed Name): <i>Yolanda Berumen-Deines</i>	Agency Name: <i>CYFD</i>

Signature of Participating State Agency Authorized Representative:

Date:

Participating State Agency Authorized Representative (Printed Name):

Agency Name:

Signature of Participating State Agency Authorized Representative:

Date:

Participating State Agency Authorized Representative (Printed Name):

Agency Name:

Signature of Participating State Agency Authorized Representative:

Date:

Participating State Agency Authorized Representative (Printed Name):

Agency Name:

Signature of Participating State Agency Authorized Representative:

Date:

New Mexico

RTT-ELC

Phase 2

Appendix 2

